

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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BOOKENDS & BEGINNINGS LLC, on behalf
of itself and all others similarly situated,

Plaintiff,

**ORDER ON LETTER MOTIONS
TO SEAL**

AMAZON.COM, INC.; HACHETTE BOOK
GROUP, INC.; HARPERCOLLINS
PUBLISHERS L.L.C.; MACMILLAN
PUBLISHING GROUP, LLC; PENGUIN
RANDOM HOUSE LLC; SIMON &
SCHUSTER, INC.,

21-cv-02584 (GHW) (VF)

Defendants.

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VALERIE FIGUEREDO, United States Magistrate Judge

On October 22, 2021, Plaintiff filed a letter motion to redact portions of Plaintiff's memoranda in opposition to Defendants' motions to dismiss. See ECF No. 93. On November 22, 2021, Amazon filed a letter motion to redact portions of its reply memorandum of law in support of its motion to dismiss. See ECF No. 113. The party seeking redaction in each instance bears the burden of justifying the proposed redactions. Having reviewed both letter motions and the proposed redactions, the motions to seal are **GRANTED**.¹

Both letter motions to seal seek to redact discussions in the memoranda of law concerning "specific alleged terms of Amazon's and the Publisher Defendants' confidential agreements relating to the sale of print books." See ECF No. 113 at 1; ECF No. 93 at 1. Amazon

¹ For purposes of the discussion that follows, I assume the parties' familiarity with the facts of this case and its procedural history, both of which are recounted in my Report and Recommendation addressing Defendants' motions to dismiss. See ECF No. 146.

argues that disclosure of these terms would reveal commercially sensitive information, because Amazon negotiates its agreements with each publisher individually, with the core terms remaining confidential. ECF No. 113 at 1. Amazon contends that public disclosure of these confidential terms would give the Publisher Defendants and the publishing industry as a whole access to commercially sensitive information about relevant terms and conditions contained in their competitors' distribution agreements with Amazon. Id. Plaintiff also notes that Defendants agreed to provide Plaintiff's counsel access to these agreements on a confidential, attorney's eyes-only basis, and that Plaintiff agreed that it would seek leave to file under seal any discussion of the terms of those agreements in its filings to the Court. ECF No. 93 at 1. A review of the proposed redactions confirms that the redactions are limited to specific, confidential terms of the distribution agreements between Amazon and the Publishers.

Amazon has demonstrated that disclosure of these contractual terms could harm Amazon and/or its business partners by disadvantaging them in negotiating future distribution agreements with publishers. Moreover, courts in this District routinely permit parties to redact commercially sensitive information in order to protect these sorts of competitive interests. See, e.g., Rubik's Brand Ltd. v. Flambeau, Inc., No. 17-CV-6559 (PGG) (KHP), 2021 WL 1085338, at *1 (S.D.N.Y. Mar. 22, 2021); Gracyzk v. Verizon Commc'ns, Inc., No. 18-CV-6465 (PGG), 2020 WL 1435031, at *8-9 (S.D.N.Y. Mar. 24, 2020) ("Courts in this Circuit routinely permit parties to redact sensitive financial information."). And, the redactions are narrowly tailored and limited to specific, non-public contractual terms. Given these circumstances, there are legitimate competitive interests at stake that outweigh the public's interest in the redacted material. Because the redactions in the memoranda of law are reasonably tailored to protect sensitive contractual terms, the redactions are appropriate.

CONCLUSION

Based on the standard set forth by the Second Circuit in Lugosch v. Pyramid Co., 435 F.3d 110 (2d Cir. 2006), the Court finds that the parties' motions to seal (ECF Nos. 93 & 113) should be **GRANTED**. The Court respectfully requests that the Clerk of Court terminate the motions at ECF Nos. 93 and 113.

Date: September 9, 2022

New York, New York

Respectfully submitted,



VALERIE FIGUEREDO
United States Magistrate Judge